accidental means. *Held,* on appeal, there was no evidence sufficient to go to the jury that the insured's death resulted from accidental means. *Maryland Casualty Co.* v. *Spitz* (C. C. A. 1917) 246 Fed. 817.

The courts generally define an accident as an event which takes place without the foresight or expectation of the person acted upon or affected thereby. See *Railway, etc., Ass'n.* v. *Drummond* (1898) 56 Neb. 235, 76 N. W. 562. Mere negligence on the part of the insured which contributed to the accident will not defeat his right to recover. *Schneider* v. *Provident Life Ins. Co.* (1869) 24 Wis. 28. Even a policy exempting the insurer from liability when the injury is caused by a "voluntary exposure to unnecessary danger" will not bar a recovery unless the insured intentionally and consciously assumed the risk of an obvious danger. *Lehman* v. *Great Eastern Casualty Co.* (1896) 7 App. Div. 424, 39 N. Y. Supp. 912, aff'd. (1899) 158 N. Y. 689, 53 N. E. 1127. The courts, however, also hold that an effect which is the natural result of an act voluntarily undertaken is not accidental. *Feder* v. *Iowa State, etc., Ass'n* (1899) 107 Iowa 538, 78 N. W. 252. But, it seems that this doctrine should be limited to cases where the act and result are so intimately connected that one could not have voluntarily done the act without necessarily having intended the result. Whether the case at hand is correctly decided appears to depend on whether the breaking of the scab was an unexpected result to which the insured's negligence contributed, or whether it was the probable and ordinary effect of an act voluntarily undertaken. The court held that by scratching his neck the deceased must have intended the ordinary result of breaking the scab. However, it appears more reasonable to suppose that he merely intended to relieve the temporary irritation, and that in so doing he negligently broke the scab. This interpretation would throw the case into that class where the insured's negligence which contributed to an accident will not bar his right to recover. See *Schneider* v. *Provident Life Ins. Co., supra.* Whether or not we come to this conclusion the court was clearly wrong in holding that there was not sufficient evidence of an accident to go to the jury. See *United States Mut. Accident Ass'n.* v. *Barry* (1888) 131 U. S. 100, 9 Sup. Ct. 755. If we conclude that breaking the scab was an accident, death resulting from germs entering the wound must also be considered accidental. *Farner* v. *Massachusetts Mut. Accidental Ass'n.* (1907) 219 Pa. 71, 67 Atl. 927.

INSURANCE—FIRE—LOSS BY EXPLOSION ON NEIGHBORING PREMISES.—The plaintiff's barge was insured against loss by fire. A conflagration broke out on neighboring premises, where dynamite was stored, and the resulting explosion injured the barge. The policy contained no exception for loss by explosion. *Held,* the insurance company was liable for the loss. *Bird* v. *St. Paul Fire Insurance Co.* (App. Div. 1917) 167 N. Y. Supp. 707.

Loss caused by explosion, resulting from the sudden and rapid combustion of explosive substances, is covered by an insurance policy against fire, *German, etc., Ass'n.* v. *Conner,* (Ind. 1917) 115 N. E. 804; Richards, Insurance (3rd ed.) § 231, unless there is, as in the standard fire insurance policy, a clause exempting the insurer from liability for loss by explosion. But even under the standard policy, if the explosion, *i. e.,* the combustion of the explosive substance, is caused by a hostile fire on the insured premises, the insurance company is liable for the resulting loss, as the original hostile fire

is said to be the proximate cause of the loss. *Fire Ass'n. of Phila.* v. *Evansville Brewing Ass'n.* (Fla. 1917) 75 So. 196; *Wheeler* v. *Phenix Ins. Co.* (1911) 203 N. Y. 283, 96 N. E. 452. The courts refuse, however, to hold the insurer under the standard policy, if the hostile fire and the resulting explosion both occur upon neighboring premises, and the loss is caused entirely by concussion, on the ground that the fire is too remotely connected with the loss. *Hustace* v. *Phenix Ins. Co.* (1903) 175 N. Y. 292, 67 N. E. 592; *Hall & Hawkins* v. *National Fire Ins. Co.* (1906) 115 Tenn. 513, 92 S. W. 402; *Phœnix Ins. Co.* v. *Adams* (Ky. 1910) 127 S. W. 1008; but see *Heuer* v. *Northwestern Nat'l. Ins. Co.* (1893) 144 Ill. 393, 33 N. E. 411. These decisions are not controlling, however, where, as in the principal case, the policy does not contain any exception for loss by explosion, for in such a case the explosion itself is deemed to be insured against, and the company is therefore liable for the resulting loss. *German, etc., Ass'n.* v. *Conner, supra.* In general, the fact that the fire causing the loss occurred on neighboring premises does not bar recovery against the insurer, for damage upon the insured premises, resulting from the fire. *Russell* v. *German Fire Ins. Co.* (1907) 100 Minn. 528, 111 N. W. 400; May, Insurance, § 402 *n* (a). It is difficult to see why the courts should draw a distinction between loss due to an explosion, and loss due to other causes, following a fire on neighboring premises; and it would be more logical to hold the insurer liable in both cases. But *cf. Caballero* v. *Home Mutual Ins. Co.* (1860) 15 La. Ann. 217.

JURY—PERSONATION BY DISQUALIFIED PERSON—NEW TRIAL.—T was summoned for jury service, but did not attend, and C, a disqualified person not on the jury list, answered to T's name and sat in his place on the jury which convicted the defendant. The mistake was discovered after verdict. *Held,* that there had been a mistrial. *Rex* v. *Wakefield* (1918) 13 Crim. App. Cas. 56.

Statutory disqualification of a juror, first discovered after verdict, is not, *per se,* sufficient ground for a new trial. *State* v. *Jones* (1912) 90 S. C. 290, 73 S. E. 177; *Teel* v. *State* (Ark. 1917) 195 S. W. 32. Some courts will grant a new trial if the defendant could not have discovered the disqualification by proper inquiry before verdict, *Smith* v. *State* (1907) 2 Ga. App. 574, 59 S. E. 311, while others even then would deny a new trial, in their discretion, unless substantial prejudice to the defendant were proved. See *Commonwealth* v. *Wong Chung* (1904) 186 Mass. 231, 71 N. E. 292; *People* v. *Cosmo* (1912) 205 N. Y. 91, 98 N. E. 408. It would appear that by the juror's assumption of another's name, as in the principal case, the defendant is prevented from discovering his disqualification by due inquiry, and so, under the holding of *Smith* v. *State, supra,* should be granted a new trial. But even though the personating juror were qualified, it would seem that the decision in the principal case would be the same. Where there is misnomer of a qualified juror it is held that discovery of the fact after verdict will not cause the court to grant a new trial, *Commonwealth* v. *Potts* (1913) 241 Pa. 325, 88 Atl. 483; *Chadwick* v. *United States* (C. C. A. 1905) 141 Fed. 225, since the defendant is not prejudiced. *Louisville Ry.* v. *Smock* (1914) 157 Ky. 11, 162 S. W. 546. Courts have similarly refused a new trial where one juror personated another, *Case of a Juryman* (1783) 12 East 231, again asserting that the defendant was not prejudiced, *Commonwealth* v. *Parsons* (1885) 139 Mass. 381, 31 N. E. 767, and it has